

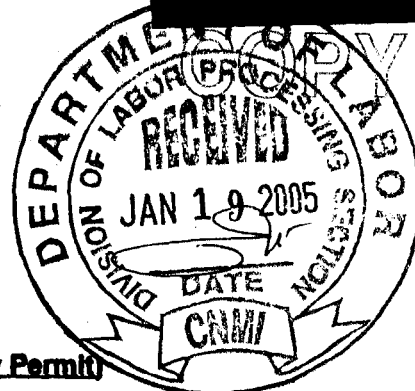
**EXHIBIT** A

GOVERNMENT OF THE NORTHERN MARIANA ISLANDS  
DEPARTMENT OF LABOR  
DIVISION OF LABOR  
SAIPAN, MARIANA ISLANDS 96950



☐ NEW  
☐ TRANSFER  
☐ Consensual Transfer No. \_\_\_\_\_  
☐ Administrative Order No. \_\_\_\_\_  
☐ Permit Expiration (Expiration Date) \_\_\_\_\_  
☐ PARTICULAR PROJECT No. \_\_\_\_\_  
☒ REPLACEMENT

LIIDS No. 183660 of NRW being replaced  
 (Attach exit clearance of replaced NRW)



Bond No. TW 15513

**NONRESIDENT WORKERS AFFIDAVIT**  
 (Application for Labor Certificate and Immigration Entry Permit)

Print legibly in ink or use typewriter. Use separate sheet if additional space is needed to fully answer questions. Affidavit must be submitted in original and one copy.

NAME: (First) CHUNHU (Middle) \_\_\_\_\_ (Last) JIN  
 PERMANENT ADDRESS: (Number, Street, City, State/Province, Country)  
~~GROUP 2 HOUDONG VILLAGE, KAISHANTUN TOWN, LONGJING CITY JILIN PROVINCE CHINA~~  
 EMPLOYER: ISLAND SEVEN COLORS, INC.  
 ADDRESS: PMB 104 PPP P.O.BOX 10000 CHALAN KANOA, SAIPAN MP. 96950  
 TELEPHONE: (670) 234-3312 LOCATION OF BUSINESS: CHALAN KANOA, SAIPAN  
 JOB CLASSIFICATION: COMMERCIAL CLEANER BIRTHDATE (Month, Day, Year) MARCH 26, 1984 AGE: 20  
 CITIZENSHIP: CHINESE SEX: ☒ Male ☐ Female MARITAL STATUS: ☐ Single ☒ Married HEIGHT 175 CM WEIGHT 75 KGS  
 PASSPORT NO. G11027786 ISSUED BY JILIN CHINA DATE ISSUED 9/6/04  
 DATE EXPIRED: 9/5/09 TYPE OF PASSPORT: P

EDUCATION (Certificate or Diploma and official College transcript must be attached to this application for all education listed below)

Highest grade completed: ☐ Elementary ☒ High School ☐ College ☐ Other

Name of School Attended	Field of Study	Dates Attended		Certificate or Diploma Received
		From	To	
<u>Longjin High Sch.</u>	<u>High School</u>	<u>1987</u>	<u>2000</u>	<u>Diploma</u>

WORK EXPERIENCE (Attached notarized Certification of Employment which must be on company's original stationery or letterhead)  
 LIST ALL JOBS HELD BY YOU STARTING WITH YOUR MOST RECENT JOBS

Name of Employer: JINMANNA WEDDING PHOTOGRAPH STUDIO Type of Business: PHOTOGRAPH STUDIO  
 Address: LONGJING CITY JILIN PROVINCE CHINA  
 Job Title: COMMERCIAL CLEANER Dates of Employment: From 9/2001 To PRESENT Work Days: MON. to SUNDAY  
 Work Hours: 8:00A.M. to 17:00P.M.

Describe in detail the duties performed:

Keeps premises of office building, apartment house or other commercial or institutional building in clean and orderly condition.  
Does other related duties assigned.

Name of Employer: \_\_\_\_\_ Type of Business: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Job Title: \_\_\_\_\_ Dates of Employment: From \_\_\_\_\_ To \_\_\_\_\_ Work Days: \_\_\_\_\_ to \_\_\_\_\_  
 Work Hours: \_\_\_\_\_ to \_\_\_\_\_

Describe in detail the duties performed:

List Dependents:		AGE	RELATIONSHIP
NAME	ADDRESS		
<u>JIN, ZHUSHAN</u>	<u>LONGJING COUNTY, JILIN PROVINCE</u>		
<u>YIN, CAISHUN</u>	<u>CHINA</u>		<u>FATHER</u>
<u>YIN, C</u>			<u>MOTHER</u>

POLICE RECORD:

Have you ever been convicted of a crime (misdemeanor, felony or crime involving moral turpitude?)  
Yes xx No (Attach original copy of police clearance issued by your government or jurisdiction where the crime was committed.)

HEALTH CERTIFICATE:

Do you now have or have you ever had an infection or communicable disease? Yes xx No

Have you ever been under medication for any ailment for over a month? Yes xx No

If yes, please explain: \_\_\_\_\_

I have been examined by a physician licensed to practice medicine in my country of origin on 09/27/04 and a medical certificate is attached to this affidavit. I understand that I am required by Commonwealth law to have the certificate validated on a date not more than 30 days preceding my date of entry into the Commonwealth of the Northern Mariana Islands.

COMMONWEALTH ENTRY AND/OR EMPLOYMENT RECORD:

Have you ever been granted entry and/or a labor identification certificate (work permit) by the Office of Immigration and/or Department of Commerce & Labor of the Commonwealth of the Northern Mariana Islands? Yes xx No  
If yes, gives dates of entry, entry permit numbers, and date and numbers of all employment permits: \_\_\_\_\_

name and address of former employer(s): \_\_\_\_\_

APPLICANT'S DECLARATION

I declare that I understand that this Affidavit is submitted for entry and employment only for the position stated herein and only with the employer named herein; and while under contract to that employer I am prohibited by law from working for or being employed by any other employer. I further understand that in keeping with the intent of the Nonresident Workers Act, my duties will include the training of resident workers whenever so directed by employer or the Chief of Labor or Chief of Employment Service of the Department of Commerce and Labor.

I further declare that I understand that a willful misstatement or omission of a material fact on this Affidavit shall be grounds for denial of or revocation of my entry permit and labor certificate or the imposition of civil and/or criminal penalties, or both. I understand that I may appeal a denial of entry permit to the Office of the Attorney General, Saipan, Commonwealth of the Northern Mariana Islands.

I authorize the Department of Commerce & Labor and Office of Immigration or its employees to verify any and all information contained herein or which may otherwise be required in connection with the issuance of the entry permit and labor identification certificate.

I declare under penalty of perjury that the foregoing is true and correct, that I have examined this Affidavit, supplements thereto and accompanying documents and that the information contained therein is true, correct and complete. I further declare under penalty of perjury that I possess the skill and qualifications to perform the job for which I am applying.

金春鹿

Chunnu Jin

Signature

9/29/04

Date

Subscribed and sworn to before me by JIN, CHUNNU on this \_\_\_\_\_ day of \_\_\_\_\_

19200 at JILIN PROVINCE, CHINA  
City Country

NOTARY PUBLIC

RECRUITING AGENCY DECLARATION

I, KIM, CHANGRYEL, OWNER (706N6A), ISLAND SEVEN COLOR, INCH  
NAME TITLE RECRUITING AGENCY

CNMI Business License No. 2573-0004-2, whose address is PMB 104 PPP P.O.BOX 10000 SPN  
declare under penalty of perjury that I have read the foregoing Affidavit and have examined the supplements and accompanying documents and that the information contained or presented thereon is true, correct, and complete to the best of my knowledge and belief.

Signature

Date

Subscribed and sworn to before me this \_\_\_\_\_



11/6/05  
2005  
LINDA M. TAISACAN

Commonwealth of the Northern Mariana Islands  
My Commission Expires SEP 9 2005

**EMPLOYMENT CONTRACT**

This employment contract is entered into by and between ISLAND SEVEN COLOR INC.  
PMB104 PPP P.O. BOX 10000 of CHALAN KANOA SAIPAN MP. 96950  
 hereinafter referred to as the Employer, and JIN, CHUNNU  
LONGJING CITY JILIN PROVINCE CHINA, hereinafter referred to as the Employee.

The Employer hereby employs the Employee and the Employee hereby accepts to be employed by the Employer to serve and perform the duties required of him/her in the job category provided below:

- A. **DUTIES AND RESPONSIBILITIES:** The parties hereto agree that the Employee shall be employed only in the job category of COMMERCIAL CLEANER and shall perform the following duties and responsibilities including training of resident workers:
- Keeps premises of office building, apartment house or other commercial or institutional building in clean and orderly condition. Does other related duties assigned.
- B. **TERM:** The term of this Contract shall be for a period of one (1) yr. commencing upon the Employee's arrival in the Commonwealth of the Northern Mariana Islands ("CNMI") and ending on \_\_\_\_\_.
- C. **WORK DAYS AND HOURS:** The Employee's work days and hours shall be MON to SUNDAY, from 08:00A.M. to 17:00P.M., for a total of 40 hours per week.
- D. **COMPENSATION:** In consideration of the services to be performed by the employee, the Employer agrees to pay the Employee compensation in the amount of:
1. \$ 3.05 per HOURLY and
  2. \$ 1.5 per HOURLY for overtime compensation payable by check in bi-weekly intervals.
  3. Other compensation (bonuses, commissions, etc.); specify amount and method of calculation:
- E. **DEDUCTIONS:** CNMI taxes and Social Security, if applicable, shall be withheld from the employee's salary each pay period. No other deductions from the Employee's compensation shall be made by the Employer unless specified herein and approved by the Chief of Labor or his authorized designee. Other deductions (set forth amount and purpose of deduction):
- F. **PRINCIPAL PLACE OF WORK:** The Employee's principal place of employment shall be on SAIPAN, CNMI. However, the employee may be required to perform his/her duties at the other senatorial districts within the CNMI depending on the nature of the Employer's business and upon the Employer's compliance with applicable labor policies and/or regulations.
- G. **TRANSPORTATION:** The Employer shall be responsible for the payment of the Employee's return airplane ticket to his/her point of hire at the expiration or termination of the Employment Contract, regardless of the nature of the termination.
- H. **INSURANCE/MEDICAL EXPENSES:** The Employer shall be responsible and liable for the medical insurance or payment of all medical expenses of the Employee, including the cost of referral and evacuation of medical treatment outside of the CNMI and, in the event of Employee's death, the cost of embalming and transportation of the Employee's corpse back to his point of origin.
- I. **NOTIFICATION OF NEXT-OF-KIN:** In the case of an emergency involving serious illness, accident or death of the Employee, the Employer shall immediately notify the Employee's next-of-kin whose name and address are as follows:
- JIN, ZHUSHAN/FATHER  
LONGJIN COUNTY, JILIN PROVINCE CHINA

**J. BOARD, LODGING AND OTHERS:**

The Employer shall ensure that the following facilities are provided:

1. ☐ Employer-provided housing at a charge of \$ \_\_\_\_\_ per month.  
☒ Employer-provided housing free of charge.  
☐ Employee self-arranged housing.  
 (Attach statement or rental agreement.)
2. ☒ 3 (number) meals per day at a charge of \$ 0.00 per month.
3. ☐ Employee to provide own food.
4. ☐ Free transportation to and from job site at employer designated pick-up points.
5. ☐ Employee to provide transportation to and from job site.
6. ☐ Allowance:
7. ☒ Others: WORKSMEN COMM/MEDICAL EXPENSE

**K. OTHER PROVISIONS:** The following additional provisions apply to this Contract: (Set forth or attach any work rules, living accommodation rules and standards for Employee conduct. Every page of every attachment must be signed by Employee and Employer.)

**L. TERMINATION:** This Contract may only be terminated for cause by either party by giving the other party 15 days advance written notice and only after an unsuccessful good faith attempt to settle any dispute has been made with the Chief of Labor or his designee.

1. In the event of termination for cause, the Employer shall pay the Employee's wages or salary for work or services performed or for work not performed when an employer refuses to allow the employee to continue working through the effective date of the termination and shall purchase a one-way ticket for the return of the Employee to his/her point of hire.
2. Termination for cause may include any of the following:
  - a. 3 unauthorized absences and/or 3 unauthorized tardiness to work by the Employee;
  - b. Neglect, careless performance, non-performance or non-completion of assigned work by the Employee;
  - c. Conviction in the CNMI of any felony or two or more misdemeanors;
  - d. Abandoning of job or assigned duty by the employee;
  - e. Incompetence or misrepresentation of the qualifications, skills, physical or mental fitness to satisfactorily perform the duties for which the Employee was hired;
  - f. Extreme cruelty or abuse, physical or otherwise;
  - g. Unreasonable delays in the payment of the employee's wages or salary;
  - h. A breach of any provision of this Contract and not corrected within ten (10) days;
  - i. Cessation of business activities or bankruptcy;
  - j. Others (specify):

**M. SETTLEMENT OF DISPUTE:****Grievance and Good Faith Settlement**

All grievances or disputes under this employment contract shall be subject to the following grievance procedure:

1. The employee shall communicate to his/her supervisor, or if there is no supervisor, then directly to the employer, any and all grievances or disputes he/she may have regarding his/her employment;



2. If the supervisor is unable to resolve the matter immediately, the grievance or dispute shall be reduced to writing by the supervisor which shall state the section of the contract, law, or rules and regulations to have been violated. Management shall have five working days to resolve the grievance, dispute or state in writing his/her reasons why there is no violation.
3. If the grievance or dispute is not resolved in step 1 or 2 above, the employee may file a complaint with the Chief of Labor or his designee.

The employee and employer shall maintain the employment relationship during the pendency of any grievance or dispute unless the Chief of Labor, his authorized designee, or a hearing officer grant a temporary work authorization.

- N. **REMITTANCE/OTHER OBLIGATIONS:** The Employee shall be responsible for remitting any money to his/her family and payment of any taxes as required by his/her government in his/her country of origin.
- O. **ENTIRE AGREEMENT:** The foregoing terms and conditions constitute the sole, entire agreement of the parties herein and shall supersede any other agreement, either written, verbal, or otherwise.

**IN WITNESS WHEREOF**, the parties hereto affix their names on the date and space so specified.

DATE: 1/6/05

KIM, CHANG, RYEL/OWNER (706N6A)  
EMPLOYER  
(Print Name, Title and Sign)

DATE: 9/29/04

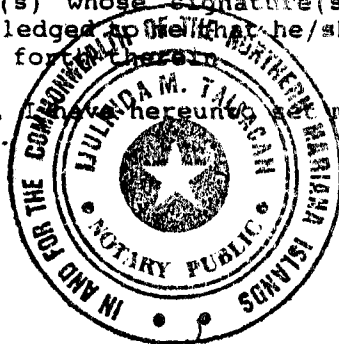
JIN, CHUNNU 金春努  
EMPLOYEE  
(Print Name and Sign)

SAIPAN, COMMONWEALTH  
OF THE NORTHERN MARIANA ISLANDS

SEE ACKNOWLEDGEMENT

On this 6th day of January, 2005, personally appeared before me KIM, CHANGRYEL and ~~R/A~~, known to me to be the person(s) whose signature(s) is/are subscribed to the foregoing instrument and who acknowledged to me that he/she/they executed the same as a voluntary act for the purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year first written above.



LJULINDA M. TALAOGAN  
NOTARY PUBLIC

Commonwealth of the Northern Mariana Islands  
My Commission expires: SEP 24 2005

SEE ACKNOWLEDGEMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose signature(s) is/are subscribed to the foregoing instrument and who acknowledged to me that he/she/they executed the same as a voluntary act for the purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year first written above.

NOTARY PUBLIC

DATE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_  
DIRECTOR OF LABOR

## COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

## DEPARTMENT OF LABOR

## DIVISION OF LABOR

## SAIPAN, NORTHERN MARIANA ISLANDS

## DIRECTOR OF LABOR ENDORSEMENT

1. JOB CLASSIFICATION: \_\_\_\_\_ NUMBER OF OPENINGS: \_\_\_\_\_  
 Identification Certificate No. \_\_\_\_\_ through \_\_\_\_\_  
 Agreement Number: \_\_\_\_\_ Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_
2. JOB CLASSIFICATION: \_\_\_\_\_ NUMBER OF OPENINGS: \_\_\_\_\_  
 Identification Certificate No. \_\_\_\_\_ through \_\_\_\_\_  
 Agreement Number: \_\_\_\_\_ Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_
3. JOB CLASSIFICATION: \_\_\_\_\_ NUMBER OF OPENINGS: \_\_\_\_\_  
 Identification Certificate No. \_\_\_\_\_ through \_\_\_\_\_  
 Agreement Number: \_\_\_\_\_ Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Date \_\_\_\_\_

DIRECTOR OF LABOR \_\_\_\_\_

APPLICATION TO EMPLOY NON-RESIDENT WORKER(S)  
 AND  
 EMPLOYER'S NON-RESIDENT WORKER AGREEMENT

BOND NO. 155/3SECTION A - APPLICATION

1. Name of Employer: Island Seven Colors, Inc.
2. Address: PMB 104, Box 10000, Saipan, MP 96950
3. Nature of Business: Island 7 Colors Photo Shop/Com. Space Rental/Retail  
 Business License No.: 2537-0004-1
4. Principal place of employment: X Saipan        Rota        Tinian
5. Work Force, Housing & Business:
- |   | <u>Last Calendar Year</u> | <u>This Year to Date</u> |
|---|---------------------------|--------------------------|
| Number of Resident Workers:             | <u>1</u>                  | <u>1</u>                 |
| Number of Nonresident Workers:          | <u>2</u>                  | <u>1</u>                 |
| Number of Rooms Inspected and Approved: | <u>0</u>                  | <u>1</u>                 |
| Business Gross Income:                  | <u>\$125,319.86</u>       | <u>\$109,762.32</u>      |
6. The Employer requires the services of nonresident worker(s) to be employed in the job classification or title and salary as stated below, commencing on or about \_\_\_\_\_ :

<u>Job Classification/Number</u>	<u>Rate of Pay</u>	<u>Period of Employment</u>
1 Commercial Cleaner	\$3.05/hour	one (1) yr.

SECTION B - AGREEMENT

This Agreement is entered into between the Director of Labor and Employer named in Section A above.

1. For and in consideration of being allowed to employ nonresident worker(s), the Employer agrees to the terms and conditions herein set forth by the Director as follows:
- A. To strictly adhere to the provisions of the Nonresident Worker's Act and amendments thereto, Wage and Hour Act and all other applicable Commonwealth laws, rules, regulations, the employment contract(s) and this agreement; and to procure copies of these laws.
- B. To hire and submit with this application a list of resident workers hired and to place on the payroll all resident workers within ten (10) working days of approval of

this agreement for all new businesses unless a different date is specified by the Director and to ensure that the resident worker requirement is complied with at all times.

C. To provide board, lodging, and transportation to resident workers recruited from the islands of Rota, Tinian, and the islands north of Saipan for jobs to be performed in Saipan under the same terms and conditions provided to nonresident workers. All other personnel benefits extended to nonresident workers shall be made applicable to resident workers, at their election. When resident workers elect not to take these benefits or monetary compensation of equivalent value, the Employer must keep and maintain records indicating such action by the resident workers.

D. To ensure that nonresident worker(s) to be employed in any job classifications or titles have the required minimum of two years work experience in the occupational field for which the nonresident worker(s) is/are to be hired and such worker(s) shall not be permitted to work for any other employer or in any other job classification or title without the approval of the Director of Labor or to be permitted to own any business or be engaged in any business activity. The Employer shall notify the Director of Labor in writing within ten (10) days of any changes in the principal place of employment of any nonresident worker.

E. Responsible for the repatriation and medical expenses, as well as all other expenses required by law of any nonresident worker to be employed or employed under this Agreement until the worker leaves the Commonwealth or is transferred to another Employer.

F. That a minimum of forty (40) hours of work per week will be readily available at all times for the duration of the employment contract for any nonresident worker covered under this Agreement except when a work week is interrupted by recognized Commonwealth holidays, natural disasters, inclement weather and other circumstances which the Director in his sole discretion, determines that the Employer's inability to provide forty (40) hours of work was beyond the control of the Employer or an exception is granted.

G. That upon approval of this Agreement by the Director or his designee, the Employer shall deliver to the Director a copy of the draft employment contract for his review containing, among other information, the occupational category or job titles, term of employment, location of work; work schedule; duties and responsibilities; salary for regular and overtime compensation, and deductions for taxes (including Social Security, if applicable) and other facilities. Any contract entered into between the Employer and any nonresident worker shall be contingent upon approval by the Director or his designee.

H. That immediately after receiving notice that the employment contract has been approved, the Employer shall deliver to the Director a bond in accordance with Section II(B)(5) of the Alien Labor Rules and Regulations.

I. To maintain and keep complete and accurate records in English of all workers including workers covered under this Agreement and shall, upon demand, immediately present the same to the Director or his authorized representative all records required to be kept under the Nonresident Workers Act, Wage and Hour Act and rules and regulations.

J. To ensure that no employee occupies an employer-provided housing without first obtaining an inspection clearance or certificate of occupancy from the Director of Labor or his duly authorized designee and to further ensure that all housing facilities are maintained in a clean and sanitary condition and at all times be in compliance with all applicable housing standards.

K. That within nine (9) months of the date hereof, the Employer shall make a bona fide effort to locate qualified resident workers to replace any nonresident workers filling the positions mentioned above and shall advise the Director of Labor and Director of Employment Services in writing of efforts taken in locating qualified resident workers.

L. That any nonresident worker to be employed under this Agreement shall be utilized to train resident worker(s) and shall submit a report every \_\_\_\_\_ (\_\_\_\_) months to the Director of Employment Services regarding the training of resident worker(s).

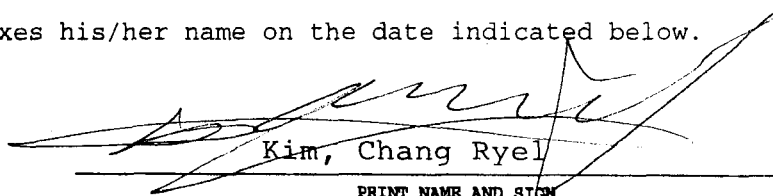
M. Other special conditions: \_\_\_\_\_

N. Consents to entry, without issuance of any warrant, Director or his designee to any job site or housing of any nonresident worker covered under this Agreement for purposes of compliance monitoring, inspection, investigation, or enforcement of the nonresident workers act, the rules and regulations, the Employer's Nonresident Employment Agreement, the employment contract, and/or any applicable law of the Commonwealth.

2. Endorsement of this Agreement by the Director of Labor or his designee constitute an agreement between the Director of Labor and the Employer and shall be binding on the parties herein, their successors and assigns.

IN WITNESS WHEREOF, the Employer affixes his/her name on the date indicated below.

Date: \_\_\_\_\_

  
Kim, Chang Ryel  
PRINT NAME AND SIGN

President

TITLE